

From: Chris Brand
To: 'microsoft.atr(a)usdoj.gov'
Date: 1/15/02 1:23pm
Subject: The tabled agreement is NOT fair on consumers

I'm writing to express my opinions on the proposed settlement, as permitted by the Tunney Act.

Open Source / Free Software

Section III.D and III.E, which require Microsoft to divulge details of interfaces (APIs and Protocols), in order to allow competing products to be developed, does not appear to recognize Open Source Software (which is often available free of charge and often has no recognisable company or other organisation in control of its development) as an "entity" to which these interface details should be available. This despite the fact that Microsoft has been documented as recognising that Open Source Software presents a significant threat (see for example, the "Halloween Memo" by Microsoft's Vinod Valloppillil).

For example, the SAMBA project (www.samba.org) is designed to allow other Operating Systems to interoperate with Microsoft-dominated networks.

Currently, they have to reverse-engineer all Microsoft protocols in order to create their software, which necessarily limits and delays its functionality, making the use of non-Microsoft Operating Systems in a Microsoft-dominated network less attractive. If Microsoft were required to divulge interface details to developers of Open Source software, projects like SAMBA would make the interoperation of Microsoft and non-Microsoft machines much more achievable, and hence encourage competition.

Because most of these Open Source projects do not have a corporate sponsor, there is no entity available to pay a "reasonable and non-discriminatory license fee". Note also that "reasonable" to a multi-billion dollar corporation has a completely different meaning than "reasonable" to an unemployed software developer who creates an Open Source project in order to enhance his coding skills.

The ideal solution to this problem is to change the mechanism by which these APIs and protocols are made available - rather than requiring Microsoft to license them, instead require them to **publish** them, such that they are available to all, in a similar manner to the publication of the standards for the Internet, which facilitates the communication of a wide range of different computers from different manufacturers, running different Operating Systems.

A similar problem exists where the API or protocol in question relates to Intellectual Property rights of Microsoft. Again, providing "reasonable" licenses is not sufficient to allow Open Source projects to use the interfaces. I suggest that in these cases, Microsoft be required to license the related Intellectual Property free of charge to any implementation where the source code is made available to the public (i.e. available for download free of charge on the internet).

Education Market

Although I didn't find anything in the documents online, I have read that Microsoft may provide hardware and software to schools for free as part of the settlement. This is patently ridiculous, if true. The Education market is one of the few where Microsoft has had difficulty due to Apple's dominance. This would not be a punishment, but an opportunity for them to break into a new market.

Thank you for taking the time to read these comments.

Chris Brand [Software Technical Lead - Wireless Systems]
Spectrum Signal Processing Inc.

t 604.421.5422 // f 604.421-1764
mailto:chris_brand@spectrumsignal.com
www.spectrumsignal.com

Confidential information may be contained in this message. If you are not the addressee indicated in this message please destroy this message and kindly notify the sender by reply email.